

NINTH AMENDMENT TO LEASE AGREEMENT

THIS NINTH AMENDMENT TO LEASE AGREEMENT is made and entered into as of the 7th day of October, 2004, between RAINIER COMMONS, LLC, a Washington limited liability company ("Lessor"), and TULLY'S COFFEE CORPORATION, a Washington corporation ("Lessee").

RECITALS

A. Pursuant to that certain Lease Agreement dated August 16, 1999, entered into between Kent Central, LLC ("KCL") and Lessee, as modified by those certain amendments described in the attached Exhibit B (collectively, the "KCL Lease"), KCL agreed to lease to Lessee certain premises as further described in the Lease (the "Original Lease Premises") on the real property located at 3100 Airport Way South, Seattle, Washington, which is legally described as set forth on the attached Exhibit A (the "Property"). On July 17, 2003, Lessor purchased the Property from KCL, and thereby assumed all of KCL's rights and obligations under the Lease. Lessor and Lessee modified the lease by the Sixth Amendment to Lease Agreement dated as of June 26, 2003, which became effective upon the July 17, 2003 closing of the purchase of the Property from KCL (the "Sixth Amendment") and further modified the lease by the Seventh Amendment to Lease Agreement dated as of July 23, 2004 (the "Seventh Amendment") and the Eighth Amendment to Lease Agreement of even date herewith (the "Eighth Amendment"). The KCL Lease, as modified by the Sixth Amendment, Seventh Amendment and Eighth Amendment, is referred to herein as the "Lease."

B. Lessor and Lessee have agreed to make certain modifications to the Lease on the terms and conditions set forth in this Ninth Amendment to Lease Agreement (the "Ninth Amendment").

AGREEMENT

NOW, THEREFORE, in consideration of foregoing and the promises made below, and other good and valuable consideration, the parties agree as follows:

1. **Definitions.** Except as otherwise stated in this Ninth Amendment, terms which are defined in the Lease shall have the same meanings for this Ninth Amendment.

2. **Amendments.** Effective as provided herein, the Lease is hereby amended as follows:

2.1 **Modifications of Premises.** Lessor and Lessee have entered into a separate lease agreement of even date herewith (the "retail store lease"), providing for the construction by Lessor of a retail store with drive-through service on the Property, which shall be leased to Lessee pursuant to the retail store lease. Nothing in this section shall require the parties to construct such a store or execute such a retail store lease. However, in the event that such store is constructed by Lessor and leased by Lessee pursuant to the retail store lease:

a) The retail store premises shall not be included within the Tully's Premises under the Lease.

b) The construction, leasing and operation of the retail store shall not affect the respective privileges and responsibilities of Lessor and Lessee under the Lease, and shall not result in any change to the amount of Rent payable by Lessee under the Lease.

c) All costs related to such retail store shall be paid by Lessor or Lessee, as applicable, as may be provided under the retail store lease, and such costs shall be excluded from the costs that are allocable as Monthly Operating Expenses under the Lease.

3. **No Other Changes.** Except as modified by this Ninth Amendment and as otherwise agreed upon herein, all other terms of the Lease, including without limitation all exhibits thereto, remain unchanged and in full force and effect.

4. **Conflict and Construction; Definitions.** In the event of any conflict between the terms of this Ninth Amendment and the terms of the Lease, the terms and provisions of this Ninth Amendment shall prevail. Capitalized terms not otherwise defined in this Ninth Amendment shall have the meanings set forth in the Lease.

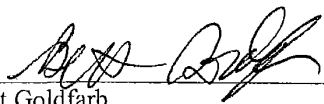
5. **Successor and Assigns.** The terms and provisions of this Ninth Amendment shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns. This Ninth Amendment may not be assigned by either party except in connection with an assignment of the Lease in accordance with the terms of the Lease.

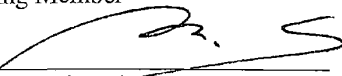
6. **Counterparts; Facsimile.** This Ninth Amendment of Lease Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts may be executed and transmitted via facsimile and such version shall be deemed an original.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Ninth Amendment effective as the date set forth above.

LESSOR:


RAINIER COMMONS, LLC

By: 
Brett Goldfarb
Its: Voting Member

By: 
Shimon Mizrahi
Its: Voting Member

LESSEE:

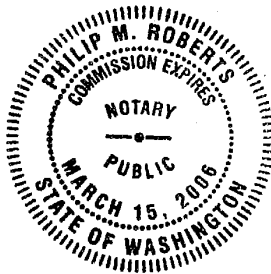
TULLY'S COFFEE CORPORATION

By: 
KRISTOPHER S. GALVIN
Its: EXECUTIVE VICE PRESIDENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of October, 2004, before me personally appeared BRETT GOLDFARB, the Voting Member of RAINIER COMMONS, LLC, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

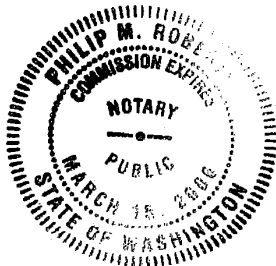


Philip M. Roberts
Philip M. Roberts (Print Name)
Notary Public in and for the State
of Washington, residing at Seattle
My Commission Expires: 3/15/06

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of October, 2004, before me personally appeared SHIMON MIZRAHI, the Voting Member of RAINIER COMMONS, LLC, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

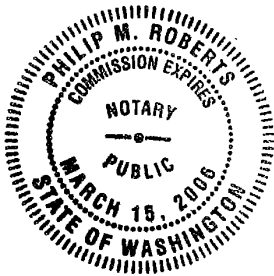


Philip M. Roberts
Philip M. Roberts (Print Name)
Notary Public in and for the State
of Washington, residing at Seattle
My Commission Expires: 3/15/06

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of October, 2004, before me personally appeared KRISTOPHER S. GALVIN, the Executive Vice President of TULLY'S COFFEE CORPORATION, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Philip M. Roberts

Philip M. Roberts (Print Name)
Notary Public in and for the State
of Washington, residing at Seattle
My Commission Expires: 3/15/06

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 2:

Lots 1 through 6, Block 233, Seattle Tidelands, in King County, Washington, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington;

TOGETHER WITH Lots 1 through 12, Block 17, Hanford's Addition to South Seattle, according to the plat thereof recorded in Volume 1 of Plats, page 37, in King County, Washington;

TOGETHER WITH ALL of vacated alley in said Block 17, as vacated under City of Seattle Ordinance No. 38522;

TOGETHER WITH Lots 1 through 12, Block 16, Hanford's Addition to South Seattle, according to the plat thereof recorded in Volume 1 of Plats, page 37, in King County, Washington;

TOGETHER WITH ALL of vacated alley in said Blocks 16, as vacated under City of Seattle Ordinance No. 38521;

TOGETHER WITH ALL of vacated South Winthrop Street between said Blocks 16 and 17, as vacated under City of Seattle Ordinance No. 38522;

TOGETHER WITH that portion of vacated South Hanford Street adjoining Block 16, as vacated under City of Seattle Ordinance No. 69571 and would attach by operation of law;

TOGETHER WITH that portion of vacated Tenth Avenue South, as vacated under City of Seattle Ordinance No. 95836, and described as follows:

BEGINNING at the intersection of the production south of the East line of Block 16 of said Plat of Hanford's Addition to South Seattle and the Westerly right-of-way line of the Seattle Freeway (Primary State Highway No. 1); thence Northerly along said Westerly right-of-way line to the production east of the North line of Lot 12, Block 17 of said plat; thence West along said produced line to the East line of Block 17; thence South along said East line and the same produced and along the East line of Block 16 to the POINT OF BEGINNING; EXCEPT from the above described Parcel 2 any portion lying within the Northern Pacific Railway Company right-of-way; EXCEPT that portion as conveyed to the State of Washington for Primary State Highway No. 1 by deed recorded under Recording No. 6199964.

EXHIBIT B

AMENDMENTS TO THE LEASE AGREEMENT

AMENDMENTS TO THE ORIGINAL LEASE

1. First Lease Amendment dated December 17, 1999, entered into between KCL and Lessee;
2. Second Lease Amendment dated June 6, 2000, entered into between KCL and Lessee;
3. Third Lease Amendment dated November 7, 2000, entered into between KCL and Lessee;
4. Fourth Lease Amendment dated February 21, 2001, entered into between KCL and Lessee; and
5. Fifth Lease Amendment dated November 1, 2002, entered into between KCL and Lessee.

AMENDMENTS BETWEEN LESSEE AND LESSOR

1. Sixth Amendment to Lease Agreement dated as of June 26, 2003, entered into between Lessor and Lessee, and effective as of July 17, 2003
2. Seventh Amendment to Lease Agreement dated as of July 23, 2004, entered into between Lessor and Lessee
3. Eighth Amendment to Lease Agreement of even date herewith, entered into between Lessor and Lessee

TENTH AMENDMENT TO LEASE AGREEMENT

THIS TENTH AMENDMENT TO LEASE AGREEMENT is made and entered into as of the 16th day of December, 2005, between RAINIER COMMONS, LLC, a Washington limited liability company ("Lessor"), and TULLY'S COFFEE CORPORATION, a Washington corporation ("Lessee").

RECITALS

A. Pursuant to that certain Lease Agreement dated August 16, 1999, entered into between Kent Central, LLC ("KCL") and Lessee, as modified by those certain amendments described in the attached Exhibit B (collectively, the "KCL Lease"), KCL agreed to lease to Lessee certain premises as further described in the Lease (the "Original Lease Premises") on the real property located at 3100 Airport Way South, Seattle, Washington, which is legally described as set forth on the attached Exhibit A (the "Property"). On July 17, 2003, Lessor purchased the Property from KCL, and thereby assumed all of KCL's rights and obligations under the Lease. Lessor and Lessee modified the lease by the Sixth Amendment to Lease Agreement dated as of June 26, 2003, which became effective upon the July 17, 2003 closing of the purchase of the Property from KCL (the "Sixth Amendment") and further modified the lease by the Seventh Amendment to Lease Agreement dated as of July 23, 2004 (the "Seventh Amendment"), the Eighth Amendment to Lease Agreement dated as of October 7, 2004 (the "Eighth Amendment") and the Ninth Amendment to Lease Agreement dated as of October 7, 2004 (the "Ninth Amendment"). The KCL Lease, as modified by the Sixth Amendment, Seventh Amendment, Eighth Amendment and Ninth Amendment, is referred to herein as the "Lease."

B. Lessor and Lessee have agreed to make certain modifications to the Lease on the terms and conditions set forth in this Tenth Amendment to Lease Agreement (the "Tenth Amendment").

AGREEMENT

NOW, THEREFORE, in consideration of foregoing and the promises made below, and other good and valuable consideration, the parties agree as follows:

1. **Definitions.** Except as otherwise stated in this Tenth Amendment, terms which are defined in the Lease shall have the same meanings for this Tenth Amendment.

2. **Amendments.** The effective date of this Tenth Amendment shall be December 2, 2005 (the "Effective Date"). Effective as provided herein, the Lease is hereby amended as follows:

2.1. **Correction of Misstatement Contained in Previous Amendments.**

(a) The parties have identified that Exhibit C to the Sixth amendment misstated the approximate square footage of Level 1 of Building 10 as

1,279 rather than 1,112 and the approximate square footage of Level 3 of Building 10 as 504 rather than 1,112. Further, Exhibit D to the Eighth Amendment misstated the allocation of Levels 1 and 3 of Building 10 as set forth below:

	<u>Approximate Square Footage</u>		<u>Totals</u>
	<u>Lessee: Included in Tully's Premises</u>	<u>Lessor: Included in the Available Space</u>	
Level 1	869	410	1,279
Level 3	0	504	504

(b) The parties have now noticed that the actual approximate square footage for these portions of Building 10 is as set forth below:

	<u>Approximate Square Footage</u>		<u>Totals</u>
	<u>Lessee: Included in Tully's Premises</u>	<u>Lessor: Included in the Available Space</u>	
Level 1	702	410	1,112
Level 3	0	1,112	1,112

(c) In connection with the modifications to the Premises contemplated by this Tenth Amendment, the parties now desire to correct these misstatements. Accordingly, Exhibit D to the Eighth Amendment is restated as set forth on the "Restated Exhibit D to Eighth Amendment to Lease Agreement, attached hereto as Exhibit C. These corrections and restatements shall not result in any change to the amount of Rent and Monthly Operating Expenses payable by Lessee under the Lease.

2.2. Modifications of Premises. Lessor and Lessee agree to modify Tully's Premises and the Available Space as set forth below:

(a) The following space is removed from the Tully's Premises and added to the Available Space on the Effective Date:

<u>Building Number</u>	<u>Level</u>	<u>Approximate Square Footage</u>
12	1	1,172
23	1	586
11	1	1,348
10	1	410
Total		3,516

(b) Additionally, approximately 525 square feet (consisting of 175 square feet in each of Levels 2, 3 and 4 of Building 6) is removed from the Tully's Premises on the Effective Date for Lessor's construction (at Lessor's sole expense) of a common area stairwell at the Northeast corner of Building 6. The stairwell is for the common use of Lessor and all occupants of Building 22 and Building 6, including Lessee. Lessee will reasonably cooperate to provide Lessor with access for the construction of the stairwell. Lessor agrees that the construction will not disrupt or

(f) The painting project shall be complete to both parties reasonable satisfaction no later than June 30, 2006.

3. **No Other Changes.** Except as modified by this Tenth Amendment and as otherwise agreed upon herein, all other terms of the Lease, including without limitation all exhibits thereto, remain unchanged and in full force and effect.

4. **Conflict and Construction; Definitions.** In the event of any conflict between the terms of this Tenth Amendment and the terms of the Lease, the terms and provisions of this Tenth Amendment shall prevail. Capitalized terms not otherwise defined in this Tenth Amendment shall have the meanings set forth in the Lease.

5. **Successor and Assigns.** The terms and provisions of this Tenth Amendment shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns. This Tenth Amendment may not be assigned by either party except in connection with an assignment of the Lease in accordance with the terms of the Lease.

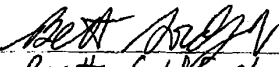
6. **Legal Fees and Expenses.** Each party will bear its own legal fees and expenses in connection with this Tenth Amendment.

7. **Counterparts; Facsimile.** This Tenth Amendment of Lease Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts may be executed and transmitted via facsimile and such version shall be deemed an original.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Tenth Amendment effective as the date set forth above.


LESSOR:

RAINIER COMMONS, LLC

By: 
Brett Goldfarb
Its: Member

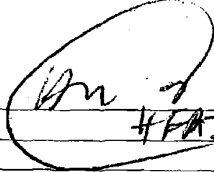
LESSEE:

TULLY'S COFFEE CORPORATION

By: 
KRISTOPHER S. GALVIN
Its: EXECUTIVE VICE PRESIDENT

LESSOR:

RAINIER COMMONS, LLC

By: 
HAZEL HADAN
Its: member

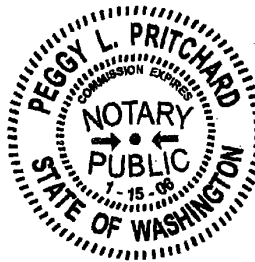
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 16th day of December, 2005, before me personally appeared Kristopher S. Calum, the Exec. Vice President of TULLY'S COFFEE CORPORATION, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Peggy L. Pritchard
Peggy L. PRITCHARD (Print Name)
Notary Public in and for the State
of Washington, residing at King County
My Commission Expires: 7-15-06

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 2:

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TOGETHER WITH ALL of vacated alley in said Block 17, as vacated under City of Seattle Ordinance No. 38522;

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TOGETHER WITH ALL of vacated alley in said Blocks 16, as vacated under City of Seattle Ordinance No. 38521;

TOGETHER WITH ALL of vacated South Winthrop Street between said Blocks 16 and 17, as vacated under City of Seattle Ordinance No. 38522;

TOGETHER WITH that portion of vacated South Hanford Street adjoining Block 16, as vacated under City of Seattle Ordinance No. 69571 and would attach by operation of law;

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AMENDMENTS BETWEEN LESSEE AND LESSOR

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2. Seventh Amendment to Lease Agreement dated as of July 23, 2004, entered into between Lessor and Lessee.
3. Eighth Amendment to Lease Agreement dated as of October 7, 2004, entered into between Lessor and Lessee.
4. Ninth Amendment to Lease Agreement dated as of October 7, 2004, entered into between Lessor and Lessee.

EXHIBIT C
Restated Exhibit D to Eighth Amendment to Lease Agreement
Premises after Eighth Amendment to Lease

Restated Exhibit D to Eighth Amendment to Lease Agreement

BLOG NUMBER		LEVEL NUMBER								S.F. PER BLOG	TULLY'S after 8th Amendment		COMMENTS
		BSMNT	LVL 1	LVL 2	LVL 3	LVL 4	LVL 5	LVL 6	LVL 7	LVL 8	As shown in Exhibit D to 8th Amendment	Corrected by 10th Amendment	
AREA 1													
24	1632		1,617	1,632							3,249	3,249	3,249
1			1,368	1,344							2,702	2,702	2,702
2				2,232							2,232	2,232	2,232
3				3,687							3,687	3,687	3,687
AREA 2													
4				1,296	1,296						2,592	1,296	1,296
5				1,211	1,211		1,173	1,297			5,083		Levels 3 and 6 of Bldg 6 removed from Tully's Premises under 8th Amendment
5A				1,828	1,828		1,276				5,482		Levels 3 and 6 of Bldg 6A removed from Tully's Premises under 8th Amendment
12			3,033	1,146							4,179		
13			1,172								1,172	1,172	1,172
23			686								1,172	1,172	1,172
11			1,348	1,348							2,697	2,697	2,697
10											4,346		Approx 410 Sq. ft from Level 1 of Bldg 10 removed from Tully's Premises under 8th Amendment
19				1,278	1,112	1,264					2,463	1,278	
20					468			977			468		
21					2,793		2,793	2,874		3,107	11,667		
39													
AREA 3													
22					6,291	6,291	6,291	6,288			21,162		
25				1,062	5,612	8,854	8,854	8,854	8,854	2,047	44,037		
6				3,921	4,043	4,028	3,921				16,910	11,989	11,989
7				4,486	4,381	4,381	4,489				17,737		
9				5,600							10,350	5,600	5,600
8			5,840	6,307	6,327	6,636					30,110	30,110	30,110
26			967								967	967	967
27													
AREA 4													
14			6,714	6,378							12,692	6,714	6,714
15			6,668	6,647							11,316	6,668	6,668
16													
100				3,632							3,632		
TOTAL										221,780			
NEW FLOOR INFILL													
13 NEW FLOOR INFILL				1,636									
21 NEW FLOOR INFILL						320							
22 NEW FLOOR INFILL					2,838	2,838	2,838						
TOTAL NEW FLOOR INFILL				1,636	2,838	3,168	2,838				10,469		Total does not include rooftop or interior space for Cell hardware
TOTAL										232,249	80,191	80,024	as per Amendment 7 (relocated installation)

Part of this floor included in Tully's Premises after 8th Amendment

XXX

Highlighted areas represent the Tully's Premises under the Sixth Amendment

XXX

Highlighted areas Tully's Premises to be transferred to Rainier Commons under the 8th Amendment

XXX

Highlighted areas Rainier Commons premises to be added to Tully's Premises under the 8th Amendment



Part of this floor included in Tully's Premises after 8th Amendment

XXX

Highlighted areas represent the Tully's Premises under the Sixth Amendment



Highlighted areas Tully's Premises to be transferred to Rainier Commons under the 8th Amendment

XXX

Highlighted areas Rainier Commons premises to be added to Tully's Premises under the 8th Amendment

EXHIBIT D
Premises after Tenth Amendment to Lease

EXHIBIT D TO TENTH AMENDMENT TO LEASE													
LEVEL NUMBER													
FLOOR NUMBER	BSMNT	LVL 1	LVL 2	LVL 3	LVL 4	LVL 5	LVL 6	LVL 7	LVL 8	S.F. PER BLDG.	TULLY'S after 8th Amendment (as Corrected by 10th Amendment)	TULLY'S after 10th Amendment	COMMENTS
AREA 1													
24	1632	1,617	1,632							3,249	3,249	3,249	
23		1,358	1,344							2,702	2,702	2,702	
22			2,232							2,232	2,232	2,232	
21			3,587							3,587	3,587	3,587	
AREA 2													
4			1,295	1,295						2,590	1,295	1,295	
5			1,211	1,198		1,198	1,178	1,297		6,083			Levels 3 and 5 of Bldg 5 removed from Tully's Premises under 8th Amendment
5A			1,826	1,826		1,826				5,482			Levels 3 and 5 of Bldg 5A removed from Tully's Premises under 8th Amendment
13		3,033	1,146							4,179			
12		1,172								1,172	1,172		Level 1, Building 12 deleted from Tully's Premises under 10th Amendment
23		586	586							1,172	1,172	586	Level 1, Building 23 deleted from Tully's Premises under 10th Amendment
11		1,349	1,349							2,697	2,697	1,349	Level 1, Building 11 deleted from Tully's Premises under 10th Amendment
10		1,112	1,278	1,112	1,284					4,786	1,560	2,390	Approx. 410 sf from Level 1 of Bldg 10 removed from Tully's Premises under the 8th Amendment. See notes below.
19				468			377			2,463			
20										468			
21				2,793		2,793	2,874		3,107	11,567			
29													
AREA 3													
22				5,291	5,291	5,291	6,289			21,162			
25			1,062	5,512	8,854	8,854	8,854	8,854	2,047	44,037			
6			3,921	178,068T	178,068T	178,068T				15,910	11,989	11,464	525 SF deleted from Tully's Premises. 175 SF each from levels 2, 3 and 4 under the Tenth Amendment.
7			4,486	4,381	4,381	4,489				17,737			
9		5,244	5,108							10,350	5,500	10,350	Tully's space: 3,500 on level 1, 3,500 on level 2 under the 10th Amendment. 2,244 SF of level 1 and 7,604 SF of level 2 added to Tully's Premises under the 10th Amendment.
8		6,840	6,307	6,327	6,436					30,110	30,110	30,110	Level 8, Bldg 8 added to Tully's Premises under 10th Amendment. Total does not include area to be provided for relocated AWS equipment per 7th Amendment.
26		957								957	957	957	
27													
AREA 4													
14		5,714	6478/500T							12,692	5,714	6,214	Approximately 600 SF of Level 1, Building 14, currently in use as a labeling room is added to Tully's Premises.
15		5,668	5,647							11,215	5,668	5,668	
16													
100			3,532							3,532			
TOTAL													
NEW FLOOR INFILL													
21 NEW FLOOR INFILL			1,635										
22 NEW FLOOR INFILL						320							
23 NEW FLOOR INFILL					2,838	2,838	2,838						
TOTAL NEW FLOOR INFILL			1,635		2,838	3,168	2,838			10,465			Total does not include rooftop equipment space for regular cell sub-lease.
TOTAL													
			1,635		2,838	3,168	2,838			232,690	80,024	82,153	Data does not include Tully's dock or nitrogen tank areas.

Highlighted Areas = Tully's Premises or a portion Tully's Premises ("T")

EXHIBIT E

SUBLEASE AGREEMENT

**Between Tully's Coffee Corporation as "Sublandlord" and Cingular Wireless as
successor "Tenant" to AT&T Wireless dated April 30, 2004**